

Buenos Aires, Argentina
25 de Julio de 2006

A LOS FUTUROS OFERENTES

Asunto: Pedido de Cotización Nro S-AR200-06-Q0008

De la mayor consideración:

La Embajada de los Estados Unidos de América en Buenos Aires, Argentina, los invita a cotizar trabajos de reparación de azoteas en su sede ubicada en la Avda. Colombia 4300, Ciudad de Buenos Aires.

Si se halla interesado en cotizar este proyecto, lea por favor las instrucciones en la sección J (QUOTATION INFORMATION) del [pliego de condiciones-contrato](#) (en Inglés y versión no-oficial en castellano) y [las especificaciones técnicas](#) (en castellano) adjuntas a la presente.

El día 11 de Septiembre a las 10:30 horas se efectuará la **visita** al edificio. Los que deseen concurrir deberán anticiparlo mediante fax (5777-4221) o correo electrónico (BuenosAires-GSO@state.gov) indicando nombre, documento de identidad de los asistentes y empresa a la que representan. Esta información se recibirá hasta las 10:30 horas del día 6 de Septiembre. Para mayor detalles acerca de esta visita ver sección J, párrafo C (SITE VISIT)

Esta visita es requisito para presentar cotización. La visita se iniciará a las 10:45 horas y no se admitirá el ingreso luego de dicha hora ni se programarán otras visitas. Tener en cuenta las restricciones de estacionamiento en la zona y las demoras que podrían surgir en el ingreso debido a los controles de seguridad. Por favor concurrir con documento de identidad.

Los interesados en efectuar **consultas** deberán hacerlo por escrito antes de las 12:30 hs del 12 de Septiembre enviándolas por fax (5777-4221) o correo electrónico (BuenosAires-GSO@state.gov) Las respuestas se publicarán en este mismo sitio de Internet. No se atenderán consultas telefónicas ni se concederán entrevistas personales.

La **presentación de cotizaciones** deberá realizarse en sobre cerrado hasta las 12:30 hs. del día 19 de Septiembre de 2006. El sobre deberá dirigirse a

Embajada de los Estados Unidos de América
Jefe de Servicios Generales
Oferta Azotea
Cerviño 4320 (Guardia Puesto Bandera)

No se aceptarán ofertas recibidas después de vencido el plazo.

Para que la oferta sea considerada deberá contener:

1. Formulario **SF 1442** ("Solicitation, Offer and Award"), completado y firmado.
2. Planilla de discriminación de costos según modelo en el anexo 1 del pliego de condiciones contractuales.
3. Documentación requerida en la sección J, párrafo B (SUBMISSION OF QUOTATIONS) del pliego de condiciones contractuales.

Conforme a la sección K (EVALUATION CRITERIA) el proyecto se adjudicará al oferente técnicamente calificado y financieramente capaz que haya ofertado el precio más bajo. La sección J, párrafo A (QUALIFICATION OF OFFERORS) enumera los requisitos mínimos que debe reunir el oferente para ser considerado técnicamente calificado y financieramente capaz de ejecutar el proyecto.

El contrato será a precio fijo, no sujeto a reajustes. El precio deberá expresarse en pesos e incluirá el Impuesto al Valor Agregado (consumidor final) Los pagos se efectuarán en pesos dentro de los treinta días de recibida la factura aprobada.

El proyecto deberá iniciarse dentro de los 15 días de notificada la orden de comenzar la ejecución y completarse dentro de los 60 días calendario. En caso de demoras no autorizadas o justificadas el contratista deberá abonar la suma de Pesos 423.36 por cada día calendario.

En relación a cobertura de seguros, incluyendo póliza de caución, se recomienda la lectura de la sección G (SPECIAL REQUIREMENTS) del pliego de condiciones contractuales.

El Funcionario Contratante se reserva el derecho de rechazar una o todas las ofertas recibidas.

La Embajada de los Estados Unidos de América les agradece desde ya vuestro interés y los saluda cordialmente.

William R. Wisell
Funcionario Contratante

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	RFQ S-AR200-06-Q0008	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	08/25/06	1 of 38

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY Contracting Officer U.S. Embassy Buenos Aires	CODE	8. ADDRESS OFFER TO U.S. Embassy Buenos Aires Mr. William R. Wisell Colombia 4300 Buenos Aires
9. FOR INFORMATION CALL: ➔	A. NAME BuenosAires-GSO@state.gov	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) Fax 5777-4221

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Project: Roof repairs at the Embassy building, Colombia 4300.Request for quotation No. S-AR200-06-Q0008, Sections A through L with attachments 1 through 3.

This is not a sealed bid action. This is a Request for Quotation

11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within 200 calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>ONE</u> copies to perform the work required are due at the place specified in Item 8 by 12:30 (hour) local time September 19, 2006 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
CODE	FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS



18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>						20B. SIGNATURE				20C. OFFER DATE	

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	
26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document. Contractor's representations, certifications, and specifications or incorporated by reference in or attached to this contract.)</i>		<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.) Your signature is required.</i>	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>		31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE

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SF 1442 cover sheet

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Request for Quotation

No. S-AR200-06-Q0008

Chancery Building Roof Project

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will not pay for changes to the specifications or additional works if not authorized by the Contracting Officer in a written modification to the contract. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government. This price shall include all labor, materials, overhead and profit (including bonds and insurance costs, VAT/IVA and applicable taxes). Price is expressed and payable in Pesos.

Total Price: Pesos _____

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all labor and materials required to make roof repairs at the Embassy building located at Colombia 4300, Federal Capital. Estimated area: 900 square meters.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C. PACKAGING AND MARKING

(RESERVED)

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

Substantial Completion: Definitions

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and

only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

Final Completion and Acceptance: Definitions

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

Final Inspection and Tests

The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

Final Acceptance

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

-Satisfactory completion of all required tests,

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- a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E - DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) Commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than 60 calendar days.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of Argentine Pesos 423.36 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "Ten (10) calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

Notice Of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Working Hours

Work shall be performed during weekend from Monday through Friday from 9:00 to 18:00 hours and during American and Argentine holidays only if previously approved by the COR. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

Preconstruction Conference

A preconstruction conference will be held 10 days after contract award at the Embassy building located at Colombia 4300 to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

Deliverables

The following items shall be delivered under this contract:

Description	qty	Delivery date	Deliver to
G. Securities/Insurance	1	10 days after award	CO
E. Construction Schedule	1	10 days after award	COR
E Preconstruction Conference	1	10 days after award	COR
G. Personnel Biographies	1	5 days after award	COR
Technical submittals	1	10 days after award	COR
F. Payment Request	1	Last calendar day of each month	COR
D. Request for Substantial Completion	1	15 days before inspection	COR
D Request for Final Acceptance	1	5 days before inspection	COR

F ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facilities Supervisor.

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

HOLIDAYS

The Department of State observes the following days as holidays:

HOLIDAY	OFFICIAL DATE OF OBSERVANCE
New Year's Day (Am) (actual date: Sunday, January 1)	January 2, 2006 (Monday)
Martin Luther King's Birthday (Am)	January 16 (Monday)
Washington's Birthday (Am)	February 20 (Monday)
Malvinas' Veteran and Memorial Day (Arg) (actual date: Sunday, April 2)	April 2 (Sunday)
Good Friday (Arg)	April 14 (Friday)
Labor Day (Arg)	May 1 (Monday)
Revolution Day (Arg)	May 25 (Thursday)
Memorial Day (Am)	May 29 (Monday)
Flag Day (Arg) (actual date: Tuesday June 20)	June 19 (Monday)
Independence Day (Am)	July 4 (Tuesday)
Independence Day (Arg)	July 9 (Sunday)
Death of San Martin (Arg) (actual date: Thursday, August 17)	August 21 (Monday)
Labor Day (Am)	September 4 (Monday)
Columbus Day (Am) (actual date: Thursday, October 12)	October 9 (Monday)
Columbus Day (Arg) (actual date: Thursday, October 12)	October 16 (Monday)
Veteran's Day (Am)	November 10 (Friday)
Thanksgiving Day (Am)	November 23 (Thursday)
Immaculate Conception (Arg)	December 8 (Friday)
Christmas Day (Arg/Am)	December 25 (Monday)

NOTE: The Embassy closes on all U.S. and Argentine decreed national holidays

G. SPECIAL REQUIREMENTS

Performance/Payment Protection

The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 20% of the contract price. The Contractor shall furnish (1) a performance and guaranty insurance policy provided by an insurance company acceptable to the Government or (2) comparable alternate performance security provided by the Government such a letter of credit/guaranty.

The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

Insurance

The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary, such as but not limited to, work accident insurance (ART), life insurance, third party liability insurance, etc. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in Pesos:

Per Occurrence	\$ 100.000
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Cumulative	\$ 300.000
2. Property Damage on or off the site in Pesos:	
Per Occurrence	\$ 50.000
Cumulative	\$ 150.000

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

Document Descriptions

Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

Record Documents. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

"As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,

- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

Construction Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

After award, the Contractor has five calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take three weeks to perform. For each individual the list shall include the information requested in the form provided in

Attachment 3 “*Solicitud de Certificación de Seguridad para FSN/Contratista*”

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

Materials and Equipment

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

Special Warranties

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

Zoning Approvals and Permits

The Contractor shall be responsible for:

- obtaining proper zoning or other land use control approval for the project

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- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (JAN 2005)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (JAN 2004)
52.225-10	Notice of Buy American Act/Balance of Payments Program—Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (DEC 2003)
52.225-14	Inconsistency between English Version and Translation of Contract (AUG 1989)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (FEB 1990)
52.228-13	Alternative Payment Protection (JUL 2000)
	<i>a) insurance coverage; c) 10 days</i>
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2003)

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52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes (AUG 1987)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2004)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.228-70 INDEMNIFICATION (JULY 1988)

The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I. LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NO.PAGES</u>
Attachment 1	Breakdown of Price by Divisions	1
Attachment 2	Project Specifications	5
Attachment 3	Form for Biographic data	5

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

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Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.
- (10) List of personnel and copies of salary receipts; employer registration code (CUIL): evidence of employee registration ("*clave de alta temprana*"), evidence of retirement system registration; evidence of payment of social welfare and trade union contribution and employer contributions.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
I		
I.1	Standard Form 1442 including a completed Attachment 1, " <u>BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS.</u> "	_____ 1

I.2 Section L, "*Representations, certifications and other statements of offerors or quoters*", duly completed and signed.

II

Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal. _____ 1_____

Mail the complete quotation to the following address:

*Embajada de los Estados Unidos de América
Atención: Jefe de Servicios Generales
Ref: Presupuesto Azotea*

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*Colombia 4300
(C1425GMN) Buenos Aires*

Or by hand

*Embajada de los Estados Unidos de América
Atención: Jefe de Servicios Generales
Ref: Presupuesto Azotea
Cerviño 4320 (puesto junto a la Bandera)*

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the **performance schedule** in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The **Business Management/Technical Proposal** shall be in three parts, including the following information:

Part 1: Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,
- (4) Bar chart indicating various portions of the work; when work will commence and be completed in each section.

Part 2: Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

price;

(3) Brief description of the work, including responsibilities; and

(4) Any litigation currently in process or occurring within last 5 years.

Part 3: Financial, commercial and legal status- Submit the following documents:

(1) Certificate for contracting ("*Certificado Fiscal para Contratar*") issued by AFIP or equivalent evidence of the offeror's compliance with tax and social security payments.

(2) Certificate issued by the trade union organization stating current status of contribution payments required by Argentine laws.

(3) Most recent Income (profit-loss) statement that shows profitability for the past fiscal year; balance sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and cash flow statement that shows the firm's sources and uses of cash during the most recent accounting period.

(4) Copy of the corporation contract.

(5) Statement from reliable insurance company expressing that will provide the insurance coverage required by the contract.

(6) Reference from the offeror's suppliers with brief description of the commercial and financial relationship.

(7) Certification of credit and financial operations issued by the offeror's banks.

(8) Registration number in Commerce Public Register.

(9) Evidence of registration in AFIP (CUIT, income and profit taxes, contributions to social security)

C. SITE VISIT (FEB 1995) FAR52.236-27

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(a) A site visit has been schedule for September 11 at 10:30 hours.

(b) Participants will meet at the Embassy entrance on Colombia 4300, Federal Capital.

Offerors should submit list of attendees not later than **September 6 at 10:30 hours** by e-mail BuenosAires-GSO@state.gov or fax 5777-4221. List shall include complete name of each attendee, identity card number and company that represent. No verbal questions will be taken during the visit. All questions are to be submitted in writing in accordance with paragraph D below.

D CONSULTATION

Offerors may submit written questions until 12:30 P.M on **September 12**. Written questions may be submitted by e-mail BuenosAires-GSO@state.gov. or fax 5777-4220 If the answer requires a change to the solicitation, the Government will issue a solicitation amendment.

E. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be the equivalent in Argentine pesos of less than US\$ 25.000.

F LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR

G. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://www.arnet.gov/far/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.
<http://www.statebuy.gov/home.htm>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.236-70 ACCIDENT PREVENTION (APR 2004).

(a) *General* . The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of

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Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (viii) Hazardous noise levels.
- (b) *Records* . The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
- (c) *Subcontracts* . The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification .* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

L. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

___ Sole Proprietorship;

___ Partnership:

___ Corporate Entity (not tax exempt);

___ Corporate Entity (tax exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent;

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Name _____
 TIN _____
 (End of provision)

L.2 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or DUNS+4 that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent company.

If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

An offeror may obtain a DUNS number-

If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

If located outside the United States, by contacting the local Dun and Bradstreet office. (see footnote *)

(2) The offeror should be prepared to provide the following information:

Company legal business name.

Tradestyle, doing business, or other name by which your entity is commonly recognized.

Company physical street address, city, state and Zip Code.

Company mailing address, city, state and Zip Code (if separate from physical)

Company telephone number

Date the company was started.

Number of employees at your location.

Chief executive officer/key manager.

Line of business (industry)

Company Headquarters name and address (reporting relationship within your entity).

L.3 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative

Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office
(see footnote)*

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

* Av. Corrientes 456 -8th fl Off 81 tel 5556-3100 ext 3370

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

L.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

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(JAN 2005)

(a)(1) If the clause at 52.204–7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204–7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below

[offeror to insert changes, identifying change by clause number, title, date].

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

L.5 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

L.6 DEFENSE BASE ACT INSURANCE – COVERED CONTRACTOR EMPLOYEES

(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(c) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

ATTACHMENT #1

**UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS**

ITEM	LABOR	MATERIAL	OVERHEAD	PROFIT	TOTAL
1 General Requirements	\$	\$	\$	\$	\$
2. Site work	\$	\$	\$	\$	\$
3. Cleaning of joints	\$	\$	\$	\$	\$
4. Sealing of joints	\$	\$	\$	\$	\$
5. Replacement of floor tiles	\$	\$	\$	\$	\$
6. Finishes	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

(*) **PROPOSAL PRICE TOTAL:** IN PESOS, IVA INCLUDED (final consumer)

Offeror:

Date

ATTACHMENT #2**PROJECT SPECIFICATIONS**

- | | |
|--|---------|
| 1. REPARACIONES EN AZOTEA II
<i>Roof II repairs</i> | 1 pages |
| 2. NORMAS GENERALES
<i>General Instructions</i> | 2 pages |
| 3. NORMAS DE SEGURIDAD
<i>Security regulations</i> | 2 pages |

1. REPARACIONES EN AZOTEA II . SEDE DE LA EMBAJADA.

Se trata de cotizar la provisión de mano de obra y materiales para la ejecución de los siguientes trabajos:

1.- Las tareas se desarrollarán en el área de azotea sobre tercer piso donde se encuentran equipos, instalaciones y antenas, las que conservarán su actual ubicación.

Esta azotea cuenta con baldosones tipo municipal, armados, cuyas dimensiones son de 40 cm. x 40 cm.

2.- Se procederá a la limpieza de las juntas entre baldosones retirando las partes sueltas y cepillando la superficie de las juntas las que se limpiarán con aire comprimido para asegurar todo retiro de partes sueltas y polvo que pudieran debilitar la adherencia del sellador a aplicar.

3.- Sellado de juntas acorde a indicaciones del fabricante con sellador marca Daw Corning, Heidy o Sika, específico para tales fines, color gris .

La colocación deberá permitir aplicar el sellador a la profundidad necesaria para asegurar su correcto trabajo así como una aplicación prolija y uniforme que permita cubrir la totalidad de las juntas con un mínimo de material.

Se enmascararán los perímetros a trabajar con el sellado para lograr terminaciones idem existentes.

4.- Retiro de aproximadamente 100 baldosones deteriorados que la Embajada indicará, retirando el material a contenedor provisto por el contratista.

5.- Provisión y colocación de 100 baldosones idem existentes en los retirados en 4.- Esta tarea se ejecutará previo al sellado de juntas para que el mismo lo incluya.

NOTAS: Se ejecutarán todas las tareas principales y accesorias necesarias para la ejecución de las tareas así como el cumplimiento de lo indicado en pliegos adjuntos.-

2. NOTAS GENERALES .

1) El contratista proveerá la totalidad de la mano de obra especializada y supervisión idónea, en forma permanente en el lugar, durante todo el curso de los trabajos. Igualmente proveerá dirección de obra profesional, técnicamente responsable, en forma periódica de acuerdo a los requerimientos de la Embajada

2) El contratista proveerá todos los materiales, excepto los que específicamente se indiquen como provistos por la Embajada. Estos serán nuevos, sin uso y de marca reconocida en el mercado. En caso de instalaciones serán los aprobados por las normas de las compañías proveedoras de servicios, IRAM y ASTM.

La Embajada podrá requerir muestras de materiales y/o trabajos previo a la ejecución de las tareas y aceptar o rechazar los mismos proponiendo otros que estime más adecuados y convenientes.

3) El contratista proveerá la totalidad de los equipos, herramientas, enseres, transporte, ayuda de gremios, volquetes, limpieza periódica y final durante toda la duración de los trabajos.

El retiro de los escombros producidos y la provisión de los materiales necesarios será siempre embolsado o en sus embalajes y/o envases originales. El retiro se hará en forma inmediata a su producción, no autorizándose la acumulación de los mismos

Los materiales se recibirán al momento de su utilización, no admitiéndose utilizar la obra como depósito de los mismos.

4) En virtud que las tareas a desarrollar lo serán en áreas de uso permanente y cotidiano, con amoblamiento e instalaciones incluidos, el contratista deberá arbitrar los medios necesarios para la absoluta protección de superficies, revestimientos, muebles, equipos e instalaciones de cualquier daño posible que el desarrollo de los trabajos pudiera producir en los mismos.

Igualmente se deberá aislar y sellar perfectamente el area de trabajo para reducir al mínimo ruidos, polvo y otras perturbaciones en areas de tarea contiguas. Se instalarán caminos y revestimientos provisorios en los sectores ajenos a la obra donde deba circular personal con materiales o equipos.

Todas las protecciones que sean necesarias para dar cumplimiento a los requerimientos referidos deberán ser constantes y permanentes a lo largo de toda la obra, de forma tal que, aquellas que por cualquier causa se deterioren o no pudieran cumplir con los fines para las que fueran instaladas serán repuestas inmediatamente.

El contratista deberá maximizar estas indicaciones a los efectos de evitar toda perturbación en las actividades propias de la Embajada o deterioro de sus bienes, caso contrario será responsable de los daños y su restitución en la forma y condiciones que disponga la Embajada.

5) El contratista estudiará cuidadosamente la propuesta ya que no se admitirán mayores costos ni adicionales. En caso de planos adjuntos, todas las referencias serán respecto de los mismos cuyas medidas, características y detalles deberán ser verificados en el lugar.

Todas las cantidades reflejan con aproximación las areas en las que se deben ejecutar los trabajos y no incluyen sectores adyacentes que pudieran verse afectados necesariamente, los que igualmente deben ser tenidos en cuenta.

6) Deberán ejecutarse todos las tareas, ya sean principales y accesorias que, aunque pudieran no estar detallados en el pliego adjunto, fueran necesarios para la completa, correcta y total terminación de los trabajos en tiempo, forma, de acuerdo con las reglas del arte de la construcción y según el fin para el que fueron destinadas.

7) En todos los casos los trabajos deberán ajustarse a las normas de las empresas proveedoras de servicios, IRAM y códigos de edificación de los municipios respectivos, que de no existir se tendrá en cuenta el de la ciudad de Buenos Aires.

8) Dadas las particulares condiciones del edificio donde se desarrollarán las actividades, las mismas estarán sujetas a determinadas medidas de control y seguridad, más allá de las propias de la obra y que no son habituales en otros ámbitos. Por ello, y dada la incidencia que estas tendrán en el desarrollo de los

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trabajos, es de suma importancia su evaluación a la hora de presupuestar y la mayor atención al momento de la ejecución de las tareas.

Todas las actividades a cargo de contratista estarán controladas por la Supervisión de Obra a cargo de la Embajada y se ejecutarán, en caso de estimarlo necesario, en compañía de una escolta de seguridad provista por la misma. Los movimientos y tareas de todos los operarios del contratista y sus actividades principales y accesorias dentro del edificio se ejecutarán a la vista de la escolta designada.

Por lo expuesto, todos los ingresos, retiros y desplazamientos, tanto de operarios como de materiales, se coordinarán previamente con la escolta y se ejecutarán en conjunto, independiente de la cantidad o variedad de los gremios participantes y operarios involucrados, evitando toda dispersión del personal fuera de su vista.

Del mismo modo, todos los operarios del contratista deberán observar las indicaciones de la escolta sobre movimientos, oportunidad de ingreso a determinados lugares, comportamientos, limpieza, higiene y seguridad, tanto del personal como de los locales, muebles y equipos en general.

Se deberá contar con todos los equipos y accesorios necesarios para dar cumplimiento a las normas de seguridad e higiene requeridas por el Ministerio de Trabajo de la Nación para el tipo de tareas que se desarrolle.

Es de suma importancia la máxima consideración dada a estos puntos, por parte del contratista, ya que implican modalidades de trabajo cuya condición no es optativa y su cumplimiento será de carácter obligatorio siempre.

En caso de incumplimiento de cualquier de las indicaciones expuestas o de las impartidas por la escolta, será obligación de esta informar a la Supervisión de Obra, la que podrá disponer el retiro inmediato y permanente del personal involucrado o adoptar otras medidas que estime conveniente, de acuerdo a la evaluación de cada caso en particular.-

9) Salvo indicación en contrario, tanto en los presupuestos como en la facturación los precios serán en cifras redondas (sin centavos) en pesos incluyendo el IVA en los mismos. Los pagos serán en pesos a partir de los treinta días de conformada la factura y no se considerarán anticipos o adelantos. Podrán efectuarse facturaciones parciales contra entrega de materiales. En cada factura se incluirá claramente el proyecto motivo de la misma y el número de lo Orden de Compra correspondiente.

3. Normas de Seguridad

(a) General. El Contratista proveerá y preservará el ambiente y los procedimientos de trabajo tendientes a (1) salvaguardar al público en general y al personal del Gobierno, la propiedad, materiales, suministros y equipos expuestos a las actividades del Contratista; (2) evitar interrupciones en el normal desempeño de las actividades del Gobierno y demoras en los plazos de ejecución del proyecto; y (3) controlar los costos en la ejecución del proyecto. Por lo expuesto, el Contratista:

- (1) Proveerá las medidas apropiadas de seguridad: barricadas, carteles y luces señalizadoras;
- (2) Cumplirá con las normas estipuladas por el Gobierno de la República Argentina con jurisdicción sobre salubridad y seguridad; y
- (3) Asegurará el cumplimiento de todas las medidas adicionales que el Funcionario Contratante estime razonables para el cumplimiento de la obra.

(4) Responsable de Seguridad (a) El Contratista designará una persona responsable de la seguridad para la ejecución del presente contrato. La misma será responsable de la coordinación de los procedimientos de seguridad y del monitoreo de todos aquellos aspectos de la obra que constituyan riesgos mayores para la seguridad. (b) En el caso de que el Contratista se encuentre con materiales peligrosos durante la ejecución del presente contrato (incluyendo recipientes que contengan materiales para asbestos, etc.), el Contratista informará de inmediato al Representante del Funcionario Contratante de esta situación.

(b) Registros. El Contratista llevará un registro exacto de las fechas en que ocurran accidentes con incidencias en la obra y que resulten en muerte, daño traumático, enfermedad laboral, o cualquier otro daño o hurto o pérdida de propiedad, materiales, suministros o equipos. El Contratista reportará esta información de la manera indicada por el Funcionario Contratante.

(c) Subcontratos. El contratista será responsable por el cumplimiento de la presente cláusula por parte de sus Subcontratistas.

(d) Programa escrito. Antes del comienzo de la obra, el Contratista:

(1) remitirá una propuesta por escrito para el cumplimiento de esta cláusula; y

(2) se reunirá con el Funcionario Contratante para discutir y llegar a un acuerdo mutuo relativo a la administración de todo el programa de seguridad.

(e) El Funcionario Contratante notificará al Contratista de aquellos incumplimientos de los presentes requisitos y las acciones tendientes a corregir tales falencias. Dicha notificación, al momento de su entrega al Contratista o el representante del mismo in situ, constituirá notificación suficiente del incumplimiento y solicitud de acciones tendientes a corregir dichos incumplimientos. A partir de la recepción de esta notificación, el Contratista ejecutará las correcciones necesarias de inmediato. En caso de que el Contratista no cumpliera con la realización de estas correcciones o se rehusara a proceder inmediatamente, el Funcionario Contratante podrá emitir una orden para suspender la obra en forma total o parcial hasta que se realice satisfactoriamente dicha corrección. El Contratista no tendrá derecho a reclamar ninguna clase de ajuste en el precio del contrato o extensión en el plazo de realización del mismo por cualquier tipo de suspensión en la orden de trabajo emitida conforme a la presente cláusula.

ATTACHMENT #3**SOLICITUD DE CERTIFICACION DE SEGURIDAD PARA FSN / CONTRATISTA**

1. NOMBRE COMPLETO	_____				
	APELLIDO	PRIMER NOMBRE		SEGUNDO NOMBRE	
2. FECHA DE NACIMIENTO	_____				
	DIA	MES		AÑO	
3. LUGAR DE NACIMIENTO	_____				
	CIUDAD	PROVINCIA		PAIS	
4. PASAPORTE / DNI	_____				
	NUMERO DE PASAPORTE		FECHA DE EMISION	NUMERO DE DNI	
5. OTROS NOMBRES	_____				
	ALIAS		APODOS		
6. DATOS PERSONALES	_____				
	EDAD	ALTURA	PESO	COLOR DE PELO	COLOR DE OJOS
SEXO					
7. TELEFONO	_____				
	LABORAL		PARTICULAR	CELULAR	
8. NACIONALIDAD	_____				
	PAIS		DOBLE NACIONALIDAD/OTRA		
9. DOMICILIO	_____				
	CALLE Y NUMERO		CIUDAD	CODIGO POSTAL	
10. EDUCACION	_____				
	SECUNDARIA		DIRECCION	TELEFONO	

	UNIVERSITARIA		DIRECCION	TELEFONO	

	OTRA		DIRECCION	TELEFONO	
11. ANTECEDENTES	_____				
LABORALES	NOMBRE DEL EMPLEADOR		DIRECCION	TELEFONO	

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	TITULO	FECHA DE INGRESO (DD/MM/AAAA)	FECHA DE FINALIZACION
	NOMBRE DEL EMPLEADOR	DIRECCION	TELEFONO
	TITULO	FECHA DE INGRESO (DD/MM/AAAA)	FECHA DE FINALIZACION
12. REGISTRO LABORAL	ALGUNA VEZ FUE DESPEDIDO DE UN TRABAJO O SE LE PIDIO LA RENUNCIA? <input type="checkbox"/> SI <input type="checkbox"/> NO		
	FECHA (DD/MM/AAAA)	DETALLES	
13. REFERENCIAS	NOMBRE	DIRECCION	TELEFONO
	NOMBRE	DIRECCION	TELEFONO
14. ESTADO CIVIL DIVORCIADO/A	<input type="checkbox"/> SOLTERO/A	<input type="checkbox"/> CASADO/A	<input type="checkbox"/> SEPARADO/A <input type="checkbox"/>
NACIMIENTO	NOMBRE DEL CONYUGE ACTUAL	FECHA DE NACIMIENTO (DD/MM/AAAA)	LUGAR DE
	DOMICILIO	TELEFONO	
	NOMBRE DEL CONYUGE ANTERIOR	FECHA DE NACIMIENTO (DD/MM/AAAA)	
	LUGAR DE NACIMIENTO	DOMICILIO	TELEFONO
15. DATOS DE LOS PADRES DE NACIMIENTO	NOMBRE DEL PADRE	FECHA DE NACIMIENTO (DD/MM/AAAA)	LUGAR
	DOMICILIO	TELEFONO	
	NOMBRE DE LA MADRE	FECHA DE NACIMIENTO (DD/MM/AAAA)	
	LUGAR DE NACIMIENTO	DOMICILIO	TELEFONO

17. ANTECEDENTES
DELITO?
PENALES

HA SIDO ALGUNA VEZ ARRESTADO, ACUSADO PENALMENTE O CONDENADO POR UN

☐ SI ☐ NO

FECHA (DD/MM/AAAA)

DETALLES

18. DROGAS ILEGALES
☐ NO

HA CONSUMIDO ALGUNA VEZ UNA SUSTANCIA ILEGAL, INCLUSIVE MARIHUANA? ☐ SI

FECHA (DD/MM/AAAA)

DETALLES

19. ANTECEDENTES
☐ NO
FINANCIEROS

HA TENIDO PROBLEMAS FINANCIEROS O PRESENTADO QUIEBRA?

☐ SI

FECHA (DD/MM/AAAA)

DETALLES

20. OTRAS OBSERVACIONES

21. LAS DECLARACIONES QUE ANTECEDEN Y LAS CONTENIDAS EN CUALQUIER OTRO DOCUMENTO ADJUNTO A ESTE FORMULARIO,
SON VERDADERAS, COMPLETAS Y CORRECTAS SEGUN MI LEAL SABER Y ENTENDER Y HAN SIDO EFECTUADAS DE BUENA FE.

FIRMA

NOMBRE
(DD/MM/AAAA)

FECHA



UNITED STATES EMBASSY
BUENOS AIRES, ARGENTINA

REGIONAL SECURITY OFFICE

Sr. Jefe del Departamento de Asuntos Extranjeros y Culto
Policia Federal Argentina
Moreno 1417 - Piso 9
Capital Federal

In accordance with article 51 of the Penal Code and amendment of law 23.057, I hereby authorize Argentine authorities to disclose to the Embassy of the United States of America all records and/or information pertaining to me which they may possess.

En función de lo previsto por el artículo 51 del Código Penal, modificado por la ley No. 23.057, yo autorizo a suministrar sin reserva a la Embajada de los Estados Unidos de América todos mis antecedentes y/o informaciones que obran registrados y/o son conocidos por las autoridades argentinas.

Name / Nombre: _____

Argentine ID# / Cédula o DNI número: _____

Date of Birth / Fecha de Nacimiento: _____
day month year

Place of Birth / Lugar de Nacimiento: _____

Address / Direccion: _____

Signature / Firma

Date / Fecha